

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Express, LLC		09/05/2003	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Sears Brands, LLC
Street Address:	3333 Beverly Road
Internal Address:	B6-363B
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60179
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 11

Property Type	Number
Registration Number:	1846061 ARCHITECTS OF STYLE
Registration Number:	2400081 C
Registration Number:	2419065 D=
Registration Number:	2406106 D2
Registration Number:	2400080 K
Registration Number:	2147880 NO ONE SAID IT WOULD BE EASY. NOTHING WORTHWHILE EVER IS.
Registration Number:	2278314 S
Registration Number:	2180175 S
Registration Number:	2385778 S+
Registration Number:	2402200 S
Registration Number:	2445985 X

CORRESPONDENCE DATA

Fax Number: (847)286-3379

900001913

TRADEMARK
REEL: 002718 FRAME: 0020

CH \$290.00 1846061

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (847) 286-2500
Email: trademrk@sears.com
Correspondent Name: Andrea K. Cannon
Address Line 1: 3333 Beverly Road
Address Line 2: B6-363B
Address Line 4: Hoffman Estates, ILLINOIS 60179

ATTORNEY DOCKET NUMBER:

2003-005698

NAME OF SUBMITTER:

Andrea K. Cannon

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made and entered into as of September 5, 2003 (the "Effective Date"), by and between EXPRESS, LLC, a Delaware limited liability company ("Express") and SEARS BRANDS, LLC, an Illinois limited liability company ("Sears Brands") (collectively referred to as the "Parties").

WHEREAS, Express wishes to assign all right, title and interest that it may have in and to the trademarks, service marks, trade names, assumed names, trade dress, designs, logos, corporate names and other indicia of origin, listed on the attached Schedule 1, all common law rights associated therewith, and all goodwill symbolized thereby (collectively referred to as the "Trademarks") throughout the world (the "Territory"); and

WHEREAS, Sears Brands wishes to acquire all right, title and interest in and to the Trademarks in the Territory.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pursuant to the Purchase Agreement and Master Assignment Agreement (the "Agreements") between the Parties of even date herewith, Express hereby assigns to Sears Brands all right, title and interest that Express may have in and to the Trademarks in the Territory.

2. This Assignment of Trademarks may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. This Assignment of Trademarks is subject to all the terms and conditions of the Agreements.

EXPRESS, LLC,
a Delaware Limited Liability Company

By: David H. Hasson

Name: David H. Hasson

Title: Vice President

SEARS BRANDS, LLC,
an Illinois Limited Liability Company

By: _____

Name: _____

Title: _____

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EXPRESS, LLC,
a Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

SEARS BRANDS, LLC,
an Illinois Limited Liability Company

By: Steven M. Cook

Name: Steven M. Cook

Title: Member

TRADEMARK

REEL: 002718 FRAME: 0023

SCHEDULE 1
Express, LLC

Mark	Reg. No.	Reg. Date	Int'l. Class	Goods
ARCHITECTS OF STYLE	1,846,061	07/19/94	42	Retail clothing store services.
C and Design	2,400,081	10/31/00	25	Clothing, namely, pants.
D= and Design	2,419,065	01/09/01	25	Clothing, namely, pants.
D2 and Design	2,406,106	11/21/00	25	Clothing, namely, shirts.
K and Design	2,400,080	10/31/00	25	Clothing, namely, pants.
NO ONE SAID IT WOULD BE EASY. NOTHING WORTHWHILE EVER IS.	2,147,880	03/31/98	25	Clothing, namely, t-shirts.
S and Design	2,278,314	09/14/99	25	Caps, underwear and sweaters sold only in Registrant's retail stores.
S and Design	2,180,175	08/11/98	25	Shirts, t-shirts, sweatshirts, sweatjackets, sweatpants, jackets, socks, pants, shorts, pullovers and parkas.
S+ and Design	2,385,778	09/12/00	25	Clothing, namely pants.
S and Arrow Design	2,402,200	11/07/00	25	Clothing, namely, pants.
X* and Design	2,445,985	04/24/01	25	Clothing, namely, pants.

TRADEMARK

RECORDED: 09/16/2003

REEL: 002718 FRAME: 0024